

CO-OPERATIVE AGREEMENT

Erie to Pittsburgh Trail Alliance (EPTA) And Oil Region Alliance of Business, Industry and Tourism (ORA)

Section 1: Introduction and Purpose

The purpose of this Co-Operative Agreement (CA) is to describe the mutual and collaborative professional interaction and exchange of services/compensation between the two parties of this CA in connection with a grant sought by EPTA from the Pa. Department of Conservation and Natural Resources (DCNR) for Community Conservation Partnership Program (C2P2) funds in the Partnership Category for a period of funding potentially beginning January 1, 2021. EPTA and ORA jointly developed the grant application in good faith.

The terms and conditions of this CA and its various Appendices will take effect as of the beginning date of the actual DCNR Grant Contract which hopefully will be awarded to EPTA (the lead applicant). For initial planning purposes, it is presumed that the period of funding, and thus the term of this CA, will be January 1, 2021 through June 30, 2023 for funding and through December 31, 2023 for grant closeout purposes.

This CA has been approved (conditional on DCNR grant award) by the Boards of Directors of the two parties. The EPTA Board by motion adopted this CA on April 15, 2020. The ORA Board by motion adopted this CA March 31, 2020. Both motions authorized their respective Presidents and Authorized Agents to sign this CA, which is to be included in EPTA's grant application that is due to be submitted to DCNR no later than April 22, 2020.

Section 2: Identification of the Parties to this Co-Operative Agreement

The Erie to Pittsburgh Trail Alliance, Inc. (EPTA) organized in 2008 and incorporated January 5, 2009 as a non-profit charitable corporation registered in Pennsylvania. Their website is www.eriepittsburghtrail.org; basic e-mails come to info@eriepittsburghtrail.org.

EPTA has adopted the following description, vision, and mission statements which are currently in effect: **“Who are we?** An alliance of non-profit organizations, local municipalities, supporters, and advocates affiliated with the Erie to Pittsburgh Trail corridor. **Our Vision:** A system of non-motorized, multi-use trails, and local connectors linking Erie to Pittsburgh through the experience of small towns, rural landscapes, historic sites, and cultural areas, tied to regional trails and beyond. **Our Mission:** The Alliance’s Mission is to advocate for the development of the continuous trail; to assist our local partners by sharing expertise and resources; to promote the trail for its regional significance; and encourage local and broader connections.”

The geographical area of special interest to EPTA is the linear corridor through which the currently open sections, the envisioned future sections, and the related feeder/linking trails of the Erie to Pittsburgh Trail network run in the following counties: PA – Erie, Crawford, Venango, Mercer, Clarion, Butler, Jefferson, Armstrong, Westmoreland, Allegheny; and NY – Chautauqua County.

EPTA’s registered mailing address is 217 Elm Street, Oil City, PA 16301. This is the physical location of the ORA headquarters office; it so happens that the current and previous elected Secretaries for EPTA are employees of ORA and thus the mail deliveries have been directed to this location.

For the purposes of this CA, here are the primary and back-up contacts for EPTA:

Primary: Mr. Chester B. “Barney” Scholl, Jr., President
P. O. Box 673
32 Shenango Avenue
Sharon, PA 16146
(724) 981-4800 Work Phone
(724) 981-5376 Fax
(724) 866-5352 Mobile Phone
scholl@scholl.org

Back-Up: Mrs. Kimberly “Kim” Copley Harris, Secretary
217 Elm Street
Oil City, PA 16301-1412
(814) 677-3152, Ext. 120 Work Phone
(814) 677-5206 Fax
kharris@oilregion.org

The Oil Region Alliance of Business, Industry and Tourism (ORA) is the result of a 2004 merger of four existing non-profit organizations, the ‘eldest’ of which formed in 1957. Their primary website is www.oilregion.org.

The current mission of ORA reads as follows: “The Mission of the Oil Region Alliance of Business, Industry and Tourism is to manage the assets of the Oil Region National Heritage Area and to increase the prosperity of the Oil Region by enticing people to live, work, learn and play in ‘The Valley That Changed The World’ through the preservation, promotion, development and support of historical, educational, natural, recreational, residential, commercial and industrial destinations.”

The geographical area of special interest to ORA is the territory Congressionally designated in 2004 as the Oil Region National Heritage Area (ORNHA) (encompassing Pennsylvania’s Venango County and the municipalities of City of Titusville, Oil Creek Township, and Hydetown Borough in eastern Crawford County) and adjacent communities linked by transportation, educational networks, cultural traditions, and economic ties in northwestern Pennsylvania. In accordance with the adopted ORNHA Management Action Plan and as elaborated in ORA’s Annual Program of Work, ORA is authorized to participate in and assist with appropriate projects that are outside of the Congressionally designated ORNHA boundaries, depending on funding sources for specific projects.

ORA’s registered mailing address is 217 Elm Street, Oil City, PA 16301. Appendix B is a current list of the ORA employees.

For the purposes of this CA, here are the primary and back-up contacts for ORA:

Primary: Mr. John R. Phillips II, President and CEO
Oil Region Alliance
217 Elm Street
Oil City, PA 16301-1412
(814) 677-3152, Ext. 108 Work Phone
(814) 677-5206 Fax
jphillips@oilregion.org

Back-Up: Mr. K. Daniel “Dan” Twombly, Executive Vice
President
Oil Region Alliance
217 Elm Street
Oil City, PA 16301-1412
(814) 677-3152, Ext. 109 Work Phone
(814) 677-5206 Fax
dtwombly@oilregion.org

All communications between EPTA and ORA are to be channeled to the designated Primary Contacts. In order to keep the Back-Up Contacts informed throughout the period of this CA, it is encouraged that courtesy copies be provided to the respective Back-Up Contacts. Both entities agree to keep each other informed promptly as to any changes in the designation of the contacts or their specific addresses, phones, e-mails, etc.

Section 3: Mutual Interests

WHEREAS, ORA is authorized, in furtherance of its charitable purpose to preserve the area’s historic and cultural resources, and to assist in increasing the outdoor recreational opportunities and related economic opportunities throughout the ORNHA, including the development and promotion of the growing Erie to Pittsburgh Trail network; and

WHEREAS, EPTA’s is authorized, in furtherance of its charitable purpose and its (CA) mission is focused on assisting the multiple trail owning and advocating entities along the current and growing/linking Erie to Pittsburgh Trail network, including the development and promotion thereof; and

WHEREAS, ORA has over the years committed staff and financial resources toward the planning and implementation of the Erie to Pittsburgh Trail network and related amenities such as trailheads, EPT signage, and outdoor interpretive panels among other projects; and

WHEREAS, in furtherance of the foregoing, an application for funding is being submitted by EPTA to the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation to secure Community Conservation Project Program (C2P2) funding for Partnership category funds to EPTA; and

WHEREAS, EPTA in furtherance of its mission has agreed to utilize on a compensated basis (with DCNR Grant Contract funds and matching funds from several fiscal partners) the fiscal agent services and project management services which ORA is equipped to and willing to provide for these purposes; and

WHEREAS, both organizations wish to enter into an agreement to maximize human and financial resources toward the furtherance of shared objectives;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, EPTA and ORA shall accept and perform the responsibilities and tasks described in the anticipated DCNR Partnership Grant and detailed in the attached Appendix A – SCOPE OF WORK – for the term of this Co-Operative Agreement, which shall be the term of the anticipated DCNR Partnership Grant Contract to EPTA.

Section 4: Scope of Work

The scope of work is set forth on the attached Appendix A – SCOPE OF WORK, which addresses in detail the respective responsibilities and services which each of the parties to this CA accepts and shall perform promptly, courteously, and professionally during the term of the anticipated DCNR Partnership Grant Contract. The topics addressed in the SCOPE OF WORK include, without limitation, maintaining eligibility as a grant recipient/subrecipient via DCNR, exchange of documents and information necessary to carry out the agreed responsibilities and tasks, prompt submittal of and payment of related invoices, submittal of quarterly reports, and the grant's focus on trail development, capacity building, training, and administrative services.

Revisions to the SCOPE OF WORK may be adopted using the procedure described in Section 7 for Modifications to this CA, of which the SCOPE OF WORK is a part.

Section 5: Compensation

In order to assure completeness and consistency of the processing and recordkeeping of revenues and expenditures of both the DCNR grant funds and matching funds gathered to enable the achievement of the SCOPE OF WORK

described in the DCNR Grant Contract and this CA, EPTA is the lead applicant with ORA functioning as the fiscal agent and project manager for projects, activities, and services described in the DCNR Grant Contract. The parties acknowledge that some sources of matching funds may have their own respective requirements for fund eligibility and the tracking of corresponding revenues and expenditures. Administrative services shall be conducted consistent with OMB accounting standards (Office of Management and Budget) and the requirements of the respective funding grantors/donors/sources.

EPTA shall exclusively utilize the compensated services of ORA as fiscal agent and project manager for the resulting DCNR grant and matching funds. ORA shall perform all vital fiscal agent and project management services in a prompt, courteous, and professional manner throughout the term of this CA.

EPTA shall compensate ORA for its services provided hereunder in accordance with the ORA-Specific Hourly Billable DCNR Rate Schedule published from time to time by ORA and in effect at the time the services are performed.

EPTA shall reimburse ORA for expenses incurred by ORA, its contractors and agents, related to the Scope of Work attached as Appendix A.

Estimated expenditures for the overall grant and matching funds are indicated in the mutually prepared C2P2 Partnership Grant application. Upon grant award and execution of the DCNR Grant Contract, EPTA and ORA shall mutually prepare an updated and detailed budget including additional confirmations received by then from what were still pending sources of matching funds at the time of the grant application submittal. ORA will provide written guidance as to fiscal procedures to ensure the smooth and accurate operation of the responsibilities and tasks for the grant overall and for the specific projects contained therein. EPTA will review that guidance, and any necessary clarifications will be mutually developed and provided to both parties in writing.

In the event that modification to the resulting DCNR Grant Contract is found to be necessary for any reason, either party may require that parties mutually work to develop a proposed modification of the DCNR Grant Contract for DCNR's consideration. The official submittal of any such DCNR Grant Contract modification request will be by EPTA as the lead applicant and grant recipient.

Section 6: Concurrence with DCNR Grant Contract Terms and Conditions, and Terms and Conditions due to use of Federal and/or Other Restricted Funds as Match

As the largest grantor contributing to the revenues necessary to carry out the approved DCNR Partnership Grant Contract to EPTA, it is understood that DCNR requires certain contractual clauses and grant management procedures which both EPTA and ORA shall accept, honor, and carry out. The terms and conditions of this CA will be reviewed by the parties once there are specific instructions provided by DCNR in this regard.

It is noted that because ORA's pledged matching funds originate with the Federal National Park Service, there may be additional terms or conditions to be adhered to for those parts of the SCOPE OF WORK for which those Federal dollars may be earmarked. Similarly, other restricted matching funds from additional partners and their sources may have additional terms or conditions to be adhered to for those parts of the SCOPE OF WORK for which those other restricted matching funds may be earmarked. If there are differences between the Federal and/or other restricted grantors and DCNR Grant Contract language and requirements, the liaisons for the specific grant/donor funds will be consulted to determine which terms take precedence on specific matters; written notes of such consultations will be maintained in the project/grant files.

EPTA and ORA shall perform obligations under this CA in accordance with all Federal, State and local laws and regulations.

Section 7: Procurement

In accordance with DCNR requirements for procurement, EPTA and ORA shall utilize fair open procurement methods when inviting, negotiating with, selecting, and subcontracting with potential vendors to be paid via funds from the DCNR grant contract and/or the matching funds to that grant.

The method and scale of procurement may vary due to the following: (a) the monetary range of the estimated cost of the goods/services involved; (b) the degree of standardization of the goods; (c) extent of professional services and judgement entailed; and/or (d) categories for which the OMB authorizes negotiations for professional services to be conducted by licensed personnel (i.e. – legal, Certified Public Accountants, architectural, engineering, etc.). For instance, for each

publication to be printed in quantity, written cost quotations are gathered; for consulting services in which outcomes are dictated by a Request For Proposals (RFP), interested potential vendors shall submit a written proposal including the information and documents specified in the RFP. No construction subcontracts are anticipated via this DCNR grant contract; therefore, bid procurement is not anticipated.

Generally, ORA will utilize for any given project or subpart thereof, the following procurement methods: (i) For purchases less than \$2,000, written quotations by at least three potential vendors; (ii) For purchases between \$2,000 and \$4,999, written quotations received after invitations for quotes provided to at least five potential vendors; and (iii) For purchases of \$5,000 or more, written proposals, most typically generated through a RFP cycle with invitations provided to numerous potential proposers meeting criteria in that particular RFP.

For each project or subpart involving procurement, EPTA may designate at most two Board members to serve on the review team established by ORA for a specific procurement round. Similarly, ORA may designate at most two representatives to serve on the review team established for a specific procurement round.

Section 8: Modifications to this Co-Operative Agreement

The start date, duration, project ending date, and grant closeout date for this Co-Operative Agreement are intended to correspond with such dates as indicated in the anticipated DCNR Partnership Grant Contract to EPTA. During the grant and its projects, adjustments to timetables, internal project budgets, division of assignment of tasks, adjustments to monetary matters and compensation amounts, and/or other clauses in the body of this CA and/or in the SCOPE OF WORK may become necessary. EPTA and ORA will mutually consider potential modifications to this CA including its attachments (except that ORA will periodically provide EPTA with an updated list of ORA employees, an action not requiring modification to this CA; current staff listing is attached as Appendix B of this CA); either party may initiate discussions regarding potential modification(s). However, no modification shall be effective unless in writing and signed by the authorized agents identified in Section 12 or their successors in office.

Section 9: Termination of this Co-Operative Agreement

This Co-Operative Agreement may be terminated by either party with thirty (30) days written notice to the other citing the effective date of such termination. In such event, the terminating party shall, within thirty days of the date of such termination, pay to the other party its fair pro-rata share of allowable expenditures made up to and including the date of termination.

Section 10: Insurance and Record Retention

ORA shall be added as an additional “named insured” on any appropriate property and liability insurance policies held or obtained by EPTA during the life of this agreement. Similarly, EPTA shall also add as additional “named insured” the Commonwealth of Pennsylvania, Pa. Department of Conservation and Natural Resources (DCNR), and the U.S. National Park Service. EPTA shall provide ORA with a copy of each such Certificate of liability insurance.

ORA will add EPTA as an additional “named insured” party on any appropriate property and liability insurance policies held of obtained by ORA during the life of this agreement. ORA already consistently lists the Commonwealth of Pennsylvania, DCNR, and the U. S. National Park Service as additional named insured parties. ORA shall provide EPTA with a copy of each such Certificate of liability insurance.

ORA shall maintain project information in its files, said file to include at least the copy of EPTA’s executed DCNR Grant Contract, all contracts and subcontracts awarded for the carrying out of the projects referenced therein, copies of all relevant correspondence, reports, and other information to substantiate the vendor selection process used on specific projects, and fiscal matters. The records may be in hard copy, electronic scans, other electronic format, or such other technological record-retention systems as may be customarily in use as this CA progresses. Such records shall be maintained for a minimum of three (3) years after project completion and further, until three years after all required grant closeouts, audits, and similar concluding steps are completed and accepted.

Section 11: Attachments

Appendix A – SCOPE OF WORK

Appendix B – Employees of the ORA, as of April 2, 2020

Section 12: Signatures

Regarding authorized agents for each of the parties, it is noted that whosoever is the incumbent of the agency title at the time of the signature of this initial CA or any future modification thereto is the authorized agent. For instance, EPTA elects its President periodically; whosoever is the President at the time of agreement signing or modifying is who would have signature authority; it is therefore possible that a different individual may sign future modifications so long as that signer is then the President of EPTA.

The Authorized Agent for EPTA is the President of EPTA. The Authorized Agents for ORA (both signatures required) are the Chair of the Board of Directors of ORA, and the President/CEO of ORA.

(Signatures are on the next sheet.)

**CO-OPERATIVE AGREEMENT
Erie to Pittsburgh Trail Alliance (EPTA)
And
Oil Region Alliance of Business, Industry and Tourism (ORA)**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Agreement on or as of and year first above written.

Erie to Pittsburgh Trail Alliance, Inc.

Chester B. Scholl, Jr.
President

Date Signed

Oil Region Alliance of Business, Industry and Tourism

Barry Cressman
Chair of the Board of Directors

Date Signed

John R. Phillips, II
President and Chief Executive Officer

Date Signed

N/EPTA/C2P2 Partnership Grant/Co-Operative Agreement